

ATTACHMENT V
SUMMARY OF PROVISIONS OF AGREEMENT
TO SUSPEND PROVISIONS OF PRE-EXISTING
TRANSMISSION AGREEMENTS

(This summary is provided only as a summary and guide and is not intended to be used in any way for legal interpretation of the agreement.)

1. This agreement is a multi-party agreement among the Initial Participating Transmission Owners. It is intended to specify (1) which specific rights and obligations under each pre-existing transmission agreement among the parties shall be suspended, (2) the terms and conditions related to the suspensions and (3) the transfer payments to be paid by each party in lieu of payments suspended with respect to the pre-existing transmission agreements.
2. Each party agrees to suspend, as of the Transmission Service Commencement Date, rights and obligations with respect to transmission services under each of the pre-existing transmission agreements set forth in Exhibit C to the Transmission Operating Agreement (TOA). The specific rights and obligations to be suspended will be listed in Exhibit A to this Suspension Agreement.
3. During the Company Rate Period, the parties agree to pay each other transfer payments in lieu of payments previously required under the suspended agreements and in lieu of agreed representative levels of payments for short-term firm and non-firm transmission service paid prior to the Transmission Service Commencement Date.
4. During the Company Rate Period, the parties agree that such transfer payments shall be allocated to the parties' Company Loads. Certain short-term firm and non-firm wheeling payments owed to an Initial Participating Transmission Owner other than BPA and payable by or on behalf of an entity not a party to a Suspension Agreement shall be deemed owed by BPA to the identified recipients. [RTO West shall include add such charges to such entities' bills for use of BPA's facilities.]
5. To address the problems of continuing transmission service resulting from a PTO withdrawal from RTO West, each suspended agreement shall continue to be suspended for a term ending the earlier of (1) the termination of the FTRs granted with respect to the suspended agreement; or (2) the end of the term of suspended agreement. If the PTO withdraws from RTO West after the end of the term of the suspended agreement but before the termination of the FTRs, the terms of the suspended agreement shall be available for 90 days after the PTO withdraws.
6. If any Initial Participating Transmission Owner terminates its TOA, (1) all rights and obligations of the terminating party as a provider of service and all rights and obligations of the other Initial Participating Transmission Owners entitled to receive such service under the suspended pre-existing transmission agreements shall recommence; (2) all transfer payments owed to the terminating party shall cease; and (3) the terminating party shall continue to receive

and pay for services from RTO West in lieu of services under suspended agreements with the other Initial Participating Transmission Owners.

7. The ability of the Initial Participating Transmission Owners to recover stranded costs shall not be affected by suspension of the pre-existing transmission agreements.

8. Disputes related to the suspension of rights and obligations shall be resolved by dispute resolution.